



City of Milpitas
NOTICE
REQUEST FOR PROPOSALS
RFP No. 1101
For
Mail Machine

Notice is hereby given that sealed proposals will be received at the Purchasing Office, until Friday, August 11th at 2:00 PM local time, for furnishing and delivering:

a digital mailing machine with integrated electronic scale

in accordance with the City of Milpitas plans, specifications and contract documents.

Proposals shall be delivered and addressed to the City of Milpitas Purchasing Agent, 455 E. Calaveras Blvd., Milpitas, California, 95035-5411, and shall be labeled "Mail Machine, RFP No. 1101". Any Proposer who wishes his proposal to be considered is responsible for making certain that his proposal is received **at the Information Counter located on the first floor of City Hall at 455 E. Calaveras Blvd., Milpitas, CA, 95035-5411, by Friday, August 11th at 2:00 PM, local time.** No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled Submittal Deadline will be returned unopened. It is the responsibility of the Proposer to see that any Proposal submitted shall have sufficient time to be received by the City of Milpitas before the Submittal Deadline. Late proposals will be returned to the Proposer unopened. Proposals will not be opened publicly.

The receiving time in the Purchasing Office will be the governing time for acceptability of proposals. Proposals will not be accepted by telephone or facsimile machine. Proposals must bear original signatures and figures.

Specifications. Specifications may be examined and obtained at no charge at the Purchasing Office, or by calling 408-586-3160.

Signature
Purchasing Agent

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DETAILED SPECIFICATIONS

Postage Mail Machine as described below:

The City of Milpitas is seeking to purchase a new (unused) digital mailing system/postage machine. Reconditioned equipment will not be accepted.

The City of Milpitas typically mails 500 to 1,000 pieces of mail daily and occasionally does runs as large as 2,500. The proposed digital postage machine shall have the following equipment and performance capabilities. Any feature not available must be identified:

- Processes up to 2,500 pieces of mail per day.
- Stack, feed and weigh in-line; mixed sizes, thickness and weights simultaneously, (e.g., weigh on the way).
- Handles closed flapped, open flapped and pre-sealed mail pieces.
- Accommodate at least 3 ½" x 5" to 13" x 13" sized mail pieces.
- Feed mail pieces up to at least ¾" in thickness
- Have automatic detection to post surcharge for oversized mail pieces
- Roll tape dispenser
- Interfaced scale for weights up to 30 lbs.
- Differential weighing capability
- Power stacker
- Alerts for low postage, sealant and ink.
- Able to account for multiple departments with sub-accounting
- Connectivity via an analog phone line to USPS for certified mail, rate updates, and postage account replenishment.
- Process Certified Mail and Confirmation Services electronically
- Must have some accommodation for Federal Government regulated 2-D IBIP indicia
- Able to integrate report printer (laser printer)
- Printed reports: By date, by account numbers, and by mail class. Reports shall print on demand or monthly.
- Service

NOTE: An on site demonstration of the proposed machine and/or software will be required of the chosen finalist(s)

Trade-in: State any trade-in value you are offering for the City's outgoing Ascom Hasler mail system. Current mail machine consists of the following:

- 1) Ascom Hasler Mail System, model 337
- 2) Integrated 30 lb scale
- 3) Operating condition: Good
- 4) Age: 13 years.

Disposal: Regardless of a trade-in offer, the successful bidder will remove the out-going mail machine from City property at the same time the new machines are delivered and shall dispose of the outgoing machines as appropriate.

INSTRUCTIONS TO PROPOSER

ACCEPTANCE PERIOD. Unless otherwise specified herein, proposals are firm for a period of ninety- (90) days.

ADDENDA ACKNOWLEDGMENT. Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City of Milpitas, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City of Milpitas, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are listed in order of preferences. An Evaluation Committee will be established by the City of Milpitas. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City of Milpitas reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal. The City of Milpitas shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Milpitas after all factors have been evaluated

AWARD EVALUATION CRITERIA. Evaluation Criteria that will be used to evaluate all proposals that are received are listed in the table below.

The evaluation committee may also contact and evaluate the Proposer's and subcontractor's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Milpitas.

Discussions may, at the City of Milpitas' sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the City of Milpitas will not disclose information derived from proposals

submitted by competing Proposers. A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City of Milpitas may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

EVALUATION CRITERIA
Ease of operation: stack, feed, and weigh in-line, mixed sizes, thickness and weights simultaneously
Down time: ease of jam removal, tape changing, ink replacement, water refilling
Proof of design/concept – years in service, industry standards
On site training, intuitive interface design, error correction
Able to integrate mail management software
Overall cost
References, minimum 3: experience in delivering and servicing comparable goods to customers of a similar type and size
Maximum guaranteed response time for emergency service calls
Conformance with the terms of this RFP

The above table shows the relative importance of individual criterion. The evaluation committee will use these criteria scored on a 1 to 10 basis for each criteria to score the proposals.

Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated. Interviews will be held with the most qualified respondents. The recommended proposal will be submitted to the City Council for contract approval.

CANCELLATION OF SOLICITATION. The City of Milpitas may cancel this solicitation at any time.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the City of Milpitas may rely that the Proposer has thoroughly examined and is familiar with

the contract documents. The failure or neglect of a Proposer to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

DEFINITION OF TERMS. For the purposes of this RFP, the following definitions will be used:

- a. **Contractor.** Same as Successful Proposer.
- b. **Evaluation Committee.** An independent committee established by the City of Milpitas to review, evaluate, and score the proposals, and to recommend award to the Proposer that submitted the proposal determined by the committee to be in the best interest of the City of Milpitas.
- c. **May.** Indicates something that is not mandatory but permissible.
- d. **Must/Shall.** Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.
- e. **Proposer.** The person or firm making the offer.
- f. **Proposal.** The offer presented by the Proposer.
- g. **RFP.** Acronym for Request For Proposals.
- h. **Should.** Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.
- i. **Submittal Deadline.** The date and time on or before all proposals must be submitted.
- j. **Successful Proposer.** The person, contractor, or firm to whom the award is made.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the City of Milpitas may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City of Milpitas may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are listed on the form entitled "Proposal Documents To Be Returned" and attached hereto.

EXECUTION OF CONTRACT. Time is of the essence of this contract. The Successful Proposer/Contractor shall execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and/or evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Contractor after the City of Milpitas executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the City of Milpitas may, at its option, consider that the Proposer has abandoned the contract. After the contract has been executed, including the insurance documents and certificates a Notice to Proceed will be issued. Proposer agrees to commence

work within ten- (10) working days after the date of the Notice to Proceed, to proceed with the work and fully complete the project by the date of delivery indicated on the Proposal form.

EXPERIENCE AND COMPETENCY. The Successful Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Successful Proposer shall also have no less than **five (5)** years' experience in the magnitude and character of the work proposed.

FIRM PRICE PERIOD. Proposers' offer shall remain open and firm for a period of not less than ninety (90) calendar days from the Submittal Deadline.

FORMATION OF CONTRACT. Proposer's signed proposal and City of Milpitas' written acceptance shall constitute a binding contract.

INDEPENDENT CONTRACTOR. Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the City of Milpitas. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of the City of Milpitas.

INFORMED PROPOSER. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

INTERPRETATION OF CONTRACT DOCUMENTS. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he may submit to the City of Milpitas a written request for an interpretation or correction. Requests for interpretations shall be made in writing by e-mail to cschroeder@ci.milpitas.ca.gov at least two (2) days before the Submittal Deadline. When the City of Milpitas considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City of Milpitas as having received contract documents. All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Proposer to ensure the City of Milpitas has their correct business name and address on file. Any prospective Proposer who obtained a set of contract documents from anyone other than the City of Milpitas is responsible for advising the City of Milpitas that they have a set of contract documents and wish to receive subsequent Addenda.

NOMENCLATURES. The terms Successful Proposer, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the City of Milpitas enters into a contract because of this solicitation.

NON-COLLUSION AFFIDAVIT. Proposers are required to submit a Non-Collusion Affidavit with their Proposals. See attached Affidavit.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

PAYMENT TERMS. Discounts for payments made within **fourteen (14)** days or more from receipt of invoice will be considered in award of proposal. Payment discounts must be clearly shown in the proposal.

PRICE DISCREPANCIES. In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

PRICES. All Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Proposer's authorized representative. Proposal prices shall include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents. The work and the proposal price shall also include providing the necessary safety precautions such as barricades, warning signs for protection of the public and any necessary "cleanup" that is required to restore the work site to a satisfactory condition. Any items shown on the plans or details or described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional or special compensation will be allowed. In the event that there is more than one proposal item in the proposal schedule, the Proposer shall furnish a price for all proposal items in the schedule, and failure to do so will render the proposal as non-responsive and may cause its rejection. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

PROPOSAL

- a. Copies. One original and (4) copies must be submitted on or before the Submittal Deadline. Proposers shall submit one (1) original proposal marked "MASTER" and three (3) identical copies. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.
- b. Discrepancies. If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the City of Milpitas reserves the right to use the original as the Master. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City of Milpitas.

PROPOSAL CONTENT. Proposer must describe in detail how he will meet the requirements of this RFP, and may provide additional related information with his proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Specification or Scope of Work, and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposals should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

Proposals must include all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements, and the Proposer's standard contract language. The omission of these documents renders a proposal non-responsive.

Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

The City of Milpitas is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City of Milpitas.

PROPOSAL DEADLINE. Proposals may be submitted any time before the Submittal Deadline. Proposals that do not arrive by the Submittal Deadline will be late and will be returned to the Proposer unopened.

PROPOSAL MODIFICATIONS. Any Proposer who wishes to make modifications to a proposal already received by the City of Milpitas must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal). All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

PROPOSAL PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Proposal. Prices shall be stated in units and offers made separately on each item. In case of conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.

PROPOSAL RECEIVED LATE. Late proposals will not be accepted and will be returned to Proposers unopened.

PROPOSAL REJECTION OF. The City of Milpitas reserves the right to reject any or all Proposals or any part of a Proposal. The City of Milpitas reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City of Milpitas or any other

governmental agency. The City of Milpitas expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City of Milpitas.

PROPOSAL RESULTS. It is not the policy of the City of Milpitas to provide RFP results in response to telephone inquiries. A tabulation of the names of Proposers will be posted on the Purchasing page of the City website.

PROPOSAL SUBMITTAL. Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, RFP number, and Submittal Deadline. Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic proposals or modifications will be considered unless otherwise specified herein.

PROPOSAL WITHDRAWAL. Proposers' authorized representative may withdraw proposals only by written request received before the Submittal Deadline.

PROPOSER IS SOLE POINT OF CONTACT. The Successful Proposer will be the sole point of contact. The City of Milpitas will look solely to the Successful Proposer for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all subcontractors.

PROPOSER'S BACKGROUND. Proposer must provide a company profile. Information provided shall include:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices servicing the City of Milpitas.
- c. Number of employees.
- d. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP.
- e. Company background/history and why Proposer is qualified to provide the product and services described in this RFP.

Length of time Proposer has been providing services described in this RFP. Please provide a brief description. Proposer must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City of Milpitas reserves the right to reject any proposal based upon the Proposer's prior history with the City of Milpitas or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

PROPOSER'S REFERENCES. Proposers should provide a minimum of three (3) references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name;
- b. Equipment description;
- c. Date of sale;

- d. Client manager name and telephone number.

PROPRIETARY INFORMATION. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City of Milpitas for honoring such a designation. The failure to so label any information that is released by the City of Milpitas shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the City of Milpitas, the City of Milpitas will notify the Proposer of the request and delay access to the material until seven working days after notification to the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation must be submitted in writing, by e-mail to Purchasing Agent at cschroeder@ci.milpitas.ca.gov two (2) days before the Submittal Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Answers, if any, made by the City of Milpitas will be sent in writing to all known proposal holders.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES. The City of Milpitas reserves the right to reject any or all proposals, or any part of a proposal. The City of Milpitas reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City of Milpitas or any other governmental agency. The City of Milpitas expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due the City of Milpitas.

RULES FOR SUBMITTING PROPOSALS.

- a. **Submittal Deadline.** Proposals must arrive in the (Purchasing Office), 455 E. Calaveras Blvd., Milpitas, CA 95035-5411, by the Submittal Deadline shown in these specifications or subsequent addenda. Proposals may be submitted by hand, by courier, or any other method specified herein.
- b. **Responsibility.** Proposers are solely responsible for ensuring their proposal is received by the City of Milpitas in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. The City of Milpitas shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request For Proposals. Deliveries made before the Submittal Deadline but to the wrong City of Milpitas office will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline.
- c. **Extension of Submittal Deadline.** The City of Milpitas reserves the right to extend the Submittal Deadline when it is in the best interest of the City of Milpitas.
- d. **Facsimile Transmissions.** Proposals may NOT be submitted by facsimile, unless otherwise specified herein.
- e. **Forms.** To be considered for award, each proposal shall be made on forms furnished by the City of Milpitas.
- f. **Late Proposals.** The Submittal Deadline it IS FIRM. Proposals will NOT be accepted after the Submittal Deadline and will be returned to the Proposer unopened.

- g. **Signature.** To be considered for award, each proposal shall be signed by an authorized representative of the Proposer.
- h. **Sealed.** Proposals **MUST BE** submitted in a sealed envelope.

SELL OR ASSIGN. The successful Proposer shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the City of Milpitas.

SIGNATURES. An individual who is authorized to bind the Proposer must sign the proposal.

SUBMITTAL DEADLINE. **The Submittal Deadline is Friday, August 11th at 2:00 PM. Proposals must arrive at the Information Counter located on the first floor of City Hall at 455 E. Calaveras Blvd., Milpitas, CA 95035-5411 by Friday, August 11th at 2:00 PM, local time.** The receiving time in the Purchasing Office will be the governing time for acceptability of proposals.

SUBMITTAL METHOD. Proposals must be submitted in sealed envelopes and should be properly identified with the Proposal number and the Submittal Deadline. Telephone, telegraphic, facsimile, electronic, and late Proposals will not be accepted nor considered unless otherwise specified herein. It is the responsibility of Proposers to see that their Proposals have sufficient time to be received by the Purchasing Office before the Submittal Deadline. The City of Milpitas will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will **NOT** be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received before the opening of the proposals.

TAXES. Successful Proposer shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the City of Milpitas from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Proposal prices shall include allowance for said taxes.

TERMS OF THE OFFER. The City of Milpitas reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of the City of Milpitas during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City of Milpitas in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of Milpitas of the facts relating to the proposal

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by the Purchasing Agent before the Proposal Submittal Deadline. After that time, Proposers may not withdraw their Proposals for a period of ninety- (90) days from the date of opening. At no time may the successful Proposer(s) withdraw his Proposal.

TERMS AND CONDITIONS

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Proposer may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the City of Milpitas.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE CITY OF MILPITAS. Subject to the power and authority of the City of Milpitas as provided by law in this contract, the City of Milpitas shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City of Milpitas shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CANCELLATION OF THE CONTRACT. *Without* CAUSE, the City of Milpitas may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. *with cause*, the City of Milpitas may cancel this contract at any time with ten (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the City of Milpitas and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the City of Milpitas Purchasing Agent.

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS. Proposer hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Proposer's response. Proposer may submit an attachment entitled "Exceptions to Specifications", which must be signed by Proposer's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

COMPLIANCE WITH LAWS. All Proposals shall comply with current federal, state, local and other laws relative thereto.

CONTRACT INCORPORATION. This contract embodies the entire contract between the City of Milpitas and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City of Milpitas, in writing, within twenty-four (24) hours, after the delay.

Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Proposer's signed Proposal and City of Milpitas' written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Santa Clara, in the state of California. The parties further stipulate that the county of Santa Clara, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

SEVERABILITY. If any provisions, or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including *but not limited to* the Request For Proposals, Instructions To Proposer, Terms and Conditions, Specifications/Scope of Work, Proposal, Proposed Equipment & Material Manufacturers, Experience Statement, Workers Compensation Insurance Certificate.

WARRANTY BY PROPOSER. Successful Proposer shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one- (1) year from date of final acceptance by the City of Milpitas. Time is of the essence of this contract. Successful Proposer shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

**SPECIAL PROVISIONS
FOR
MATERIALS & EQUIPMENT
FURNISHED BY CONTRACTOR**

AUTHORIZED DISTRIBUTOR. Successful Proposer must be an Authorized Distributor for the product offered, *or* with his Proposal, he must submit documentation from an authorized distributor from whom he has purchased the specified materials or equipment. Said documentation must state that the distributor will honor all manufacturers' warranties.

BRAND NAMES. Manufacturers names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

BRAND SUBSTITUTIONS. Proposals will be considered on equipment or material complying substantially with specifications, provided each deviation is stated and each substitution is described in detail. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The City of Milpitas will be the sole determiner of whether such substitutions are equivalent to the materials or equipment specified.

COMPLIANCE WITH OSHA. Proposer agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Proposer will indemnify and hold the buyer harmless for any failure to so conform.

DELIVERY HOURS. Unless otherwise specified, all items must be delivered to: City Hall, Mail Room 2nd Floor, 455 E. Calaveras Blvd. Milpitas, CA 95035-5411, Monday through Friday, between the hours of 8:00 A.M. & 12:00 P.M. and 1:00 P.M. and 5:00 P.M., excluding holidays.

DELIVERY TIME

The maximum time allowed for delivery is: **fifteen (15)** calendar days from receipt of purchase order. Time is of the essence of this contract. Proposer shall state earliest delivery time in his Proposal. The City of Milpitas reserves the right to cancel any order not received within the time stated by the Proposer in his Proposal. Delivery time will be a factor in award when a maximum time for delivery is stipulated herein. Solicitation documents will inform Proposer when delivery is a factor in award.

DEMONSTRATION OF PRODUCT OFFERED. A demonstration of the item(s) offered will be required of the selected finalist(s). The demonstration must be performed at the City of Milpitas facility at 455 E. Calaveras Blvd. Milpitas, CA 95035. Proposals for item(s) that do not perform to the City of Milpitas' satisfaction during the demonstration will be declared non-responsive and will not be considered for award of Proposal.

F.O.B. POINT & SHIPPING CHARGES. All prices shall be quoted F.O.B. destination, City of Milpitas, California. All shipping, handling and freight charges must be shown separately on the Proposal form.

MANUFACTURER & MODEL NUMBER. Proposer must state the manufacturer name and model number of each item proposed in this Proposal.

MODEL YEAR 2000 CONTRACT LANGUAGE. The contractor represents and warrants fault-free performance in processing of date and date-related data (including, but not limited to, calculating, comparing, and sequencing) by all hardware, software, and firmware products delivered under this contract, individually and in combination, upon installation. Fault-free includes the manipulation of this data with dates before, through, and beyond January 1, 2000, and shall be transparent to the user. Hardware, software, and firmware products, individually and in combination, shall successfully transition into the year 2000 with the correct system date, without human intervention, including leap year calculations. Hardware, software, and firmware products, individually and in combination, shall also provide correct results when moving forward or backward in time through and beyond January 1, 2000.

NEW AND UNUSED. Unless specifically provided to the contrary, all material and equipment shall be new and unused and of the current production year. Proposals that are received for other than the current production year or for items and materials that have been previously used will be rejected.

SAFETY STANDARDS. Item(s) offered by the Proposer must conform to Safety Orders of the State of California, Division of Industrial Safety.

TESTING. Finalists in the selection process will be required to set up and demonstrate their product at the City of Milpitas, dates and times to be determined.

WARRANTY, MANUFACTURER. A copy or description of the manufacturer's warranty shall accompany each Proposal for the item(s) proposed, detailing the scope and length of the warranty. Specify in detail the following:

- a. The length and terms of the warranty/maintenance and service provided with each item.
- b. For each item, Proposers must specify if subcontractors will perform warranty/maintenance/service, location(s) where warranty/maintenance/service will be performed, along with contact name and phone number for each location.

WARRANTY, PROPOSER. Successful Proposer shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than one (1) year from date of the final acceptance by the City of Milpitas. Time is of the essence of this contract. While under warranty, successful Proposer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City of Milpitas operations.

IMPORTANT NOTICE –

PROPOSALS DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted on or before the Submittal Deadline.

- a. **Proposal Form**
- b. **Proposed Equipment and Material Manufacturers**
- c. **Worker's Compensation Insurance Certificate**
- d. **Proposer's Statement Regarding Insurance Coverage**
- e. **Contractor's Nondiscriminatory Employment Certificate**

Failures to complete, sign (where required), and return the above proposal documents with your proposal may render it non-responsive.

**PROPOSAL
Mail Machine
RFP No. 1101**

To: City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA, 95035-5411

From: _____
Name of Proposer

Mailing Address

City, State & Zip

Responding to Request For Proposals No. 1101 dated Friday, August 11th at 2:00 PM the undersigned Proposer agrees to furnish and deliver Mail Machine in accordance with the specifications. I/We have stated hereon the price(s) at which we will furnish and deliver the specified item(s) and will accept as full payment therefore the amount shown below.

Proposer further agrees, in addition to the terms and conditions specified herein, the following terms and conditions are a part of this Proposal and any resulting contract:

F.O.B. Point. All shipments shall be made F.O.B. destination, Milpitas, California. F.O.B. destination indicates that the *seller* is responsible for shipment until it is tendered to the City of Milpitas, even if the City of Milpitas agrees to pay for shipping and handling. The City of Milpitas will allow freight charges, but only if they are indicated on this form. Freight shall be shown separately on the lines provided.

Award. Award will be based upon the Evaluation Criteria specified herein. Award will NOT be based upon price alone.

Signatures. All information submitted by Proposer, including signatures, must be original. Copies will not be accepted.

Taxes. Proposers should not show California Sales Tax on their Proposals. The City of Milpitas will calculate the California Sales Tax at (tax rate)% and pay it to Successful Proposer(s) who are California suppliers or out-of-state suppliers who are registered with State of California and who have the appropriate California Seller's Permit. The City of Milpitas will pay the State Sales Tax directly to the State of California when the Successful Proposer(s) is not registered with the state to collect it. The City of Milpitas is exempt from Federal Excise Tax.

PRICE SHEET

ITEM	REQUESTED ITEM	BID PRICE
1	Digital Postage Mail machine as described in this specification.	\$
1b	Vendor References: Provide 3 references of other government or quasi-government agencies that are using the same equipment you are proposing. They must have operated the equipment for 6 months or longer. Include contact names and phone numbers.	
1c	Brochure: Provide technical descriptions and product specifications for the proposed postage machine.	
1d	State date for delivery of the new mail machine.	
2	SALES TAX (8.25%)	\$
3	<u>Less</u> : Trade-in of existing Ascom Hassler 337 System	\$
4	DELIVERY	\$
5	DISPOSAL OF OLD EQUIPMENT	\$
6	INSTALLATION	\$
7	TRAINING	\$
8	TOTAL BID PRICE	\$
9	Monthly Meter Rental, Price fixed for ____ years.	
10	Maintenance Agreement (Monthly or Annual)	\$
11	Cost for Rate Changes	\$

Total Amount Proposal Written in Words:

Amount Written in Words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, unit price will govern. Please check your calculations before submitting your Proposal; the City of Milpitas will not be responsible for Proposer miscalculations.

Proposer shall complete the following:

1. **Delivery.** Delivery will be made via (check applicable means of delivery):
___ Proposer's Truck ___ Commercial Truck ___ Train ___ Sea ___ Air
2. **Minimum Warranty.** The minimum acceptable warranty is:
 - a. **Scope: All parts and labor to repair or replace inoperable equipment.**
 - b. **Term: One year from date of acceptance by the City of Milpitas.**

Warranty Offered by Bidder. (Bidder – you must provide the following information:)

The Manufacturer's Warranty for Item Offered is:

- a. **Scope:**
- b. **Term:**

3. **Extended Warranty.** Indicate terms and price of any extended warranties available for purchase, commencing upon expiration of original warranty.
 - a. **Scope:**
 - b. **Term:**
 - c. **Price per Term per Unit:**
(Bidder – A copy of the manufacturer's extended warranty may be attached)
4. **Service Response Time.** Minimum acceptable response time is **30 minutes** from the time the City of Milpitas requests service. Indicate maximum response time after notification of service issue: _____.
5. **Discounts.** The following discounts *will* be considered in award of proposal.
 - a. Payment Discount. Discount for payment of invoice within **20 days** of receipt is: _____ %. Payment discounts of 20 or more days will be considered in award. The City of Milpitas will not take discounts that are not earned.

Term Of Offer. It is understood and agreed that this Proposal may not be withdrawn for a period of **ninety- (90) days** from the Submittal Deadline, and at no time in case of successful Proposer.

Proposer's Acknowledgement Of His Understanding Of The Terms and Conditions. Signature below verifies that Proposer has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Proposer acknowledges receipt of Addenda Number(s) __, __, __, and __.

Representations Made Under Penalty Of Perjury. The representations herein are made under penalty of perjury. We hereby offer to sell the City of Milpitas the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Proposer Name
(Person, Firm, Corp.)

Signature of Authorized Representative

Address

Name of Authorized Representative

City, State, Zip Code

Title of Authorized Representative

Telephone Number

Facsimile Number

*In accordance with Public Contract Code §7106, the following Affidavit must be executed by
Proposer and submitted with proposal*

"Non-Collusion Affidavit

To Be Executed By Proposer And Submitted With Proposal

State of California
County of Santa Clara ss.

_____(Proposer's Name), being first duly sworn, deposes
and says that he or she is _____ (Position/Title/Owner)
of _____ (Contractor Name) the party making the
foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed
person, partnership, company, association, organization, or corporation; that the proposal is genuine
and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any
other proposer to put in a false or sham proposal, and has not directly or indirectly colluded,
conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that
anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly,
sought by agreement, communication, or conference with anyone to fix the proposal price of the
proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price,
or of that of any other proposer, or to secure any advantage against the public body awarding the
contract of anyone interested in the proposed contract; that all statements contained in the proposal
are true; and further, that the proposer has not , directly or indirectly, submitted his or her proposal
price or any breakdown thereof, or the contents thereof, or divulged information or data relative
thereto, or paid, and will not pay, any fee to any corporation, partnership, company association,
organization, proposal depository, or to any member or agent thereof to effectuate a collusive or
sham proposal."

(Date)

(Signed at (Place)

Proposer Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

**PROPOSER'S STATEMENT
REGARDING INSURANCE COVERAGE
To Be Submitted With Proposal**

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request For Proposals No. 1101, to Mail Machine. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the City of Milpitas as Additional Insured for the work specified.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS

Proposer shall indicate the name of the manufacturer of the equipment, and supplier of the material, proposed to be furnished under the contract. Awarding of a contract based on this Proposal will not imply approval by the City of Milpitas of the manufacturers or suppliers listed by the Proposer. No substitution will be permitted after award of contract except upon written approval of the City of Milpitas.

_____ RFP No. 1101
Proposer Name

Equipment or Materials	Manufacturer	Supplier
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Exhibit A
INSURANCE REQUIREMENTS